

**TOWN OF AMHERST  
Regular Council Meeting  
Minutes**

**Date:** March 27, 2023  
**Time:** 6:00 pm  
**Location:** Council Chambers, Town Hall

**Members Present** Mayor David Kogon  
Deputy Mayor Leon Landry  
Councillor Charlie Chambers  
Councillor George Baker  
Councillor Hal Davidson  
Councillor Lisa Emery  
Councillor Dale Fawthrop

**Staff Present** Jason MacDonald, Chief Administrative Officer  
Dwayne Pike, Chief, Police Services  
Greg Jones, Director, Fire Services  
Aaron Bourgeois, Director, Operations  
Andrew Fisher, Director, Planning & Strategic Initiatives  
Sarah Wilson, Director, Finance  
Sharon Bristol, Director, Community Living  
Krista Crossman, Director, HR & Customer Services  
Kim Jones, Director, Corporate Communications & IT  
Tom McCoag, Corporate Communications Officer  
Natalie LeBlanc, Municipal Clerk  
Cindy Brown, Administrative Assistant

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**1. CALL TO ORDER**

Mayor Kogon called the meeting to order at 6:00 p.m.

**2. TERRITORIAL ACKNOWLEDGMENT**

Mayor Kogon gave the Territorial Acknowledgement.

**3. APPROVAL OF AGENDA/MINUTES**

**3.1 Approval of the Agenda**

Moved By Councillor Baker

Seconded By Councillor Emery

To approve the agenda as circulated.

**Motion Carried**

**3.2 Approval of Minutes**

**3.2.1 February 27, 2023 Council**

Moved By Councillor Fawthrop

Seconded By Deputy Mayor Landry

To approve the minutes of the February 27, 2023 regular meeting of Council as included in the agenda package.

**Motion Carried**

**3.2.2 March 22, 2023 Public Hearing**

Moved By Councillor Davidson

Seconded By Councillor Chambers

To approve the minutes of the March 22, 2023 Public Hearing as included in the agenda package.

**Motion Carried**

**4. REQUESTS FOR DECISION**

**4.1 Volunteer Award Nominations**

Moved By Councillor Davidson

Seconded By Deputy Mayor Landry

That Council nominate Doris Walton as the Amherst Volunteer of the Year, and Oskar Sigtryggsson as the Youth Volunteer of the Year to be recognized at the Nova Scotia Ceremony.

**Motion Carried**

- 4.2

**Mitacs Funding Pathways to Resiliency**  
**Moved By Deputy Mayor Landry**  
**Seconded By Councillor Fawthrop**  
That Council approve of funding in the amount of \$13,500 for the Pathways to Resiliency research project, with funding to come from the “Poverty” funding in the 2023/24 and 2024/25 Operating Budgets.

Motion Carried
- 4.3

**Councillor Chambers Appointments to Committees**  
**Moved By Deputy Mayor Landry**  
**Seconded By Councillor Davidson**  
That Councillor Chambers be appointed to the Planning Advisory Committee for a term ending October 31, 2023, and the Amherst Board of Police Commissioners for a term ending October 31, 2024;  
AND FURTHER, that Councillor Chambers be appointed to the Committee of the Whole of Amherst Town Council and the Town of Amherst Audit Committee until October 31, 2024.

Motion Carried
- 4.4

**Planning Advisory Committee Policy Amendments**  
**Moved By Councillor Davidson**  
**Seconded By Councillor Emery**  
That Council approve the proposed amendments to the Planning Advisory Committee Policy.

Motion Carried

TITLE:	Planning Advisory Committee Policy
SECTION:	Planning and Development
POLICY NO:	66000-01

APPROVAL DATE: CAO Signature: \_\_\_\_\_

**PURPOSE:**  
The purpose of this policy is to establish a Planning Advisory Committee in accordance with Section 200 of the *Municipal Government Act*.

- ROLE OF COMMITTEE**
- The role of a Planning Advisory Committee is to advise Council respecting the preparation or amendment of the Town’s Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw as well as general land use planning matters.
  - The duties assigned to the Committee, pursuant to this policy, shall only be carried out by the Committee.
  - In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act* and pursuant to the Heritage Properties Bylaw, the Committee will also act as the Heritage Advisory Committee.
  - In addition to the duties of the Committee pursuant to Section 200 of the *Municipal Government Act*, the Planning Advisory Committee will also undertake the duties assigned to it pursuant to the Dangerous or Unightly Premises Policy of the Town of Amherst.

- MEMBERSHIP**
- The Council shall appoint members of the Planning Advisory Committee by resolution **in March of each year as required.**
  - Membership shall include three members of Town Council and three members of the public who are residents of the Town of Amherst.
  - The term for members ~~shall be three years~~ **appointments may be up to two years**, and members may be re-appointed to the Committee. ~~Public members’ terms shall be by fiscal year, with one member appointed each year.~~
  - ~~In January of each year, a~~ **An advertisement for the public member(s) whose term is set to expire that fiscal year shall be placed in the local newspaper and on Town of Amherst social media.** It is the intention to have members with a ~~varied~~ **diverse** background; however, members with a planning, architecture, engineering or other similar background will have some preference.
  - At the beginning of the first meeting of each ~~fiscal year~~ **new term** the Committee will elect a chairperson as well as a vice-chairperson. Terms for such shall be one year. The chairperson and vice chairperson may be re-elected.

- STAFF RESOURCES**
- ~~The Deputy Chief Administrative Officer—Operations~~ **Director of Planning and Strategic Initiatives, along with the Clerk,** will be responsible for all functions of the Committee including:
    - Calling meeting;
    - Taking minutes
    - Distribution of reports and other information as required;
    - Public notification as required;

- e. Providing Committee motions to the Chief Administrative Officer for inclusion on the Council agenda.
11. Where additional information or work is required of staff by the Committee the ~~Deputy Chief Administrative Officer – Operations (Deputy CAO)~~ **Director of Planning and Strategic Initiatives** will be responsible for prioritizing staff resources, in conjunction with the Chief Administrative Officer when required.
12. Meetings are to be attended by the ~~Deputy CAO~~ **Director of Planning and Strategic Initiatives**, or designate, as well as ~~an Executive Assistant~~ **the Clerk, or designate**. At the discretion of the ~~Deputy CAO~~ **Director of Planning and Strategic Initiatives**, other staff may be invited / asked to attend as well. Standing invitations to Committee meetings will be given to the Chief Administrative Officer. ~~and all Directors.~~

MEETINGS

13. Meetings will be automatically scheduled for the first Monday of every month. Meetings will commence at 4:30 PM unless otherwise informed.
14. Meeting times may be changed when appropriate by the Chairperson in consultation with the ~~Deputy CAO~~ **Director of Planning and Strategic Initiatives**.
15. Meetings may be cancelled by the Chairperson in consultation with ~~Deputy CAO~~ **Director of Planning and Strategic Initiatives** when there are no agenda items.
16. All meetings are open to the public as per Section 203 of the *Municipal Government Act*, unless the Committee, by a majority vote, moves a meeting in private to discuss matters permitted by the *Act*.
17. The date, time and location of Committee meetings shall be posted ~~in the lobby of Town Hall three days prior to the meeting, and~~ on the Town’s **social media website**.
18. An agenda package will be provided to all Committee members and staff no later than 4:~~30~~**00** PM, two business days prior to the meeting. **When and if possible, information that will be included as part of the agenda package will be provided to the Committee prior to this to give them more time to review the information.**

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director of Planning & Strategic Initiatives	Ensure the policy is kept up to date. In consultation with the Chair and the Clerk, cancel meetings when there are no agenda items.
Clerk	Advertise for citizen appointments as required.
Council	Appoint members, review the policy as required.

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Title changes, changes to when appointments are made and how long they may be for	Clerk, LeBlanc	Council	March 27, 2023

Minutes reference date: 27 March 2006; 29 November 2010; 24 October 2011; March 24, 2014; 22 January 2015

- 4.5 **Citizen Appointments to the Planning Advisory Committee**  
Mayor Kogon and Councillor Emery both declared a conflict of interest.  
**Moved By Councillor Davidson**  
**Seconded By Councillor Fawthrop**  
That Council re-appoint Ron Wilson and Creighton McCarthy to the Planning Advisory Committee for two-year terms effective April 1, 2023 to March 31, 2025, and further appoint Jim Lamplugh to the Planning Advisory Committee for a one-year term effective April 1, 2023 to March 31, 2024.  
**Motion Carried**
- 4.6 **North Tyndal Wellfield Advisory Committee Policy Amendments**  
**Moved By Councillor Fawthrop**  
**Seconded By Councillor Emery**  
That Council approve of the amendments to the North Tyndal Wellfield Advisory Committee Policy.  
**Motion Carried**

TITLE:

SECTION:

POLICY NO:

North Tyndal Wellfield Advisory Committee Policy  
Engineering and Public Works Services  
31700-05

APPROVAL DATE:

CAO Signature: \_\_\_\_\_

1. ADVISORY COMMITTEE  
There shall be a Committee which shall consist of six members appointed in the manner hereinafter set out and which shall be known as the “North Tyndal Wellfield Advisory Committee”
2. DEFINITIONS  
(a) “Committee” means the North Tyndal Wellfield Advisory Committee;  
(b) “County Council” means the Council of the Municipality of the County of Cumberland;  
(c) “Town Council” means the Council of the Town of Amherst.
3. MEMBERSHIP SHALL CONSIST OF  
(a) Two members of the Town Council appointed by resolution of Town Council;  
(b) Two members of the County Council appointed by resolution of County Council;  
(c) Two members of the public, one appointed by each Council by resolution, and preferably residents or landowners in the water recharge area;  
(d) Resources ~~staff~~ shall include **staff from the Town of Amherst, the Municipality of the County of Cumberland and Provincial Departments as required.**  
~~Deputy C.A.O. — Town of Amherst~~  
~~Town Engineer — Town of Amherst~~  
~~Planner — Town of Amherst~~  
~~Planner — Municipality of the County of Cumberland~~  
~~County Engineer — Municipality of the County of Cumberland~~  
~~Department of Service Nova Scotia and Municipal Relations~~  
~~Department of Environment~~  
~~Department of Natural Resources~~  
~~Department of Agriculture~~  
~~Secretarial support from Town of Amherst~~
4. TERMS OF MEMBERSHIP  
(a) Members shall serve for a term of one year, **with appointments being made annually in March.** ~~commencing at the annual meetings.~~ All members shall be eligible to be reappointed.  
(b) When a member of the Committee ceases to be a member of a Council, his or her term on the Committee will be terminated.
5. QUORUM  
Three members of the Committee will constitute a quorum.
6. CHAIR  
At the first meeting of the Committee held each **fiscal** year, a Chair and a Vice-Chair shall be elected from among the members who shall hold office until their successors are elected.
7. THE ROLE OF THE NORTH TYNDAL WELLFIELD ADVISORY COMMITTEE SHALL BE:  
(a) To advise the Councils on policy issues to do with the protection of the groundwater quality.  
(b) To advise the Water Utility on operating policy issues as contained in the Groundwater Protection Strategy and Management Plan.  
(c) To ensure effective integration of current and proposed provincial government legislation through representation by staff from provincial departments.  
(d) To update the current Groundwater Protection Plan.
8. THE ROLE OF THE AMHERST WATER UTILITY SHALL INCLUDE:  
(a) Acting as the operating arm for the North Tyndal Wellfield including execution of all management functions;  
(b) Providing funding for the work of this Committee in the protected water area.
9. MEETINGS  
Meetings of the Committee shall be held **as required, at least once in every fiscal year.** ~~at least twice in every year, the first of which shall be considered the annual meeting.~~ **The Director of Operations in consultation with the** Chair may convene a meeting of the Committee at any time provided seven days advance written notice is given.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Director of Operations	Shall, in consultation with the Chair and Clerk, schedule meetings as required.
Clerk	Advertise annually for a citizen appointment,
Council	Appoint a member annually, and review the policy as required.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
Title / Annual meeting requirement Changes	Clerk, LeBlanc	Council	March 27, 2023

Minutes reference date: 26 May 2014

- 4.7

**Citizen Appointment to the North Tyndal Wellfield Advisory Committee**  
Councillor Emery declared a conflict of interest.  
**Moved By Councillor Fawthrop**  
**Seconded By Councillor Chambers**  
That Council appoint Keith Thompson to the North Tyndal Wellfield Advisory Committee for a one-year term effective April 1, 2023 to March 31, 2024.

Motion Carried
- 4.8

**Citizen Appointments to the Advisory Committee to Reduce Poverty**  
**Moved By Deputy Mayor Landry**  
**Seconded By Councillor Emery**  
That Council appoint Melissa Anne Johnson and Lynne Welton as Town of Amherst citizen representatives on the Intermunicipal Poverty Reduction Advisory Committee for a one-year term effective April 1, 2023 to March 31, 2024.

Motion Carried
- 4.9

**Citizen Appointment to the Amherst Board of Police Commissioners**  
**Moved By Councillor Davidson**  
**Seconded By Councillor Chambers**  
That Council appoint Sandy Fairbanks to the Amherst Board of Police Commissioners for a one-year term effective April 1, 2023 to March 31, 2024.

Motion Carried
- 4.10

**Citizen Appointments to the Accessibility Advisory Committee**  
**Moved By Councillor Emery**  
**Seconded By Councillor Fawthrop**  
That Council re-appoint Marina Godfrey, Matthew Medland and Joanne Hopper to the Accessibility Advisory Committee for two-year terms effective April 1, 2023 to March 31, 2025.

Motion Carried
- 4.11

**Citizen Appointment to the Inclusion, Diversity and Equity Committee**  
**Moved By Councillor Davidson**  
**Seconded By Councillor Chambers**  
That Council not make a further appointment at this time and wait until the other citizen appointments expire on October 31, 2023 to re-advertise and appoint new members.

Motion Carried
- 4.12

**Stadium Canteen Concession Agreement**  
**Moved By Councillor Emery**  
**Seconded By Councillor Baker**  
That Council defer approval of the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst to the next meeting of Council.

Motion Defeated 5-2

Moved By Councillor Chambers  
Seconded By Councillor Davidson  
That Council approve of the stadium canteen concession agreement between Dwayne Ripley and the Town of Amherst at a rate of \$750 plus HST per month for the months of September to March inclusive, and \$350 per month plus HST for the months of April to August inclusive, and authorize the Mayor and CAO to sign on behalf of the Town.

Motion Carried 6-1  
NAY vote Councillor Baker

Canteen Concession Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_

2023 BETWEEN:

THE TOWN OF AMHERST (the Town)  
and  
DWAYNE RIPLEY (the Operator)

**WHEREAS;** the Town and its assigns grant to the Operator the right to operate the food and drink concession at the Amherst Stadium for a term commencing May 2<sup>st</sup> 2023 to May 1<sup>st</sup> 2024; and

**WHEREAS** the Operator agrees to pay a rental rate of:

\$750.00 per month plus HST for the months of September – March inclusive; **and,**  
\$350.00 per month plus HST for the months of April – August inclusive.

**THEREFORE,** it is agreed that the Operator shall agree to the terms and conditions of operation as set out in APPENDIX A.

**EXECUTED** at Amherst this \_\_\_\_\_ day of \_\_\_\_\_ 2023

**TOWN OF AMHERST**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
Jason MacDonald, CAO

Per: \_\_\_\_\_  
\_\_\_\_\_  
David Kogon, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**DWAYNE RIPLEY**

**Appendix A**

1. The Operator will operate the primary canteen on the first level of the Amherst Stadium as well as the corner canteen area on the second level of the Amherst Stadium.
2. Both canteen locations will be open for all Amherst Jr. A Rambler games.
3. The Primary canteen will also be open for all major tournaments and events hosted at the Amherst Stadium. This would include but is not limited to events hosted by Cumberland County Minor Hockey and the Amherst Skating Club.
4. Rent is due and payable on the first day of the month.
5. The Operator agrees to open the main canteen on Saturday and Sunday to accommodate scheduled stadium user groups and stadium events, and generally during weekday nights during peak hours. The Operator and Facility Manager will work together to develop a mutually agreeable schedule.
6. The Operator may have the canteen open during any times that the Stadium is open to the public.
7. The Operator agrees that the Town may permit user groups to operate ‘hospitality rooms’ in which free food is provided to families of stadium users, generally during tournaments etc.
8. The Operator agrees that the Town may provide ‘free snacks’ to user groups of the stadium in conjunction with events or activities hosted by the Town.
9. The Operator agrees to obtain and hold any food sales permits and/or food handler’s certifications maybe required.
10. The Operator shall be responsible for processing, preparing, storing, and serving all food and beverage items adhering to all federal and provincial regulations.
11. The Operator may not assign (sub-contract) any of its rights or obligations without the prior written approval of the Town of Amherst.
12. The Operator shall not use the area of operation, nor shall permit others to use the area of operation, for any other purpose than the purposes of operating the concession to provide food and beverage service to facility users, **without prior written approval of the CAO.**
13. The Operator shall keep the area of operation clean, clear of waste, paper, garbage, combustible materials, and obstructions, and shall not cause or permit any noises and odors which would constitute a nuisance to emanate from the area of operation.
14. The Operator may install signage within the Stadium, the location and design of such to be mutually agreed to by both parties.
15. The Operator shall sort solid waste in accordance with the Town's Solid Waste Bylaw.
16. The Operator agrees to obtain and hold an insurance policy of a minimum of \$2,000,000 for the operation.
17. If the Operator refuses or fails to comply with any of the terms and conditions of this agreement, the Town shall have the right, at its sole option, to terminate this agreement forthwith by notice in writing to the Operator.
18. The Operator may terminate this agreement at any time by providing to the Town, in writing, 30 days’ notice of the Operator's intention to terminate the agreement.

4.13    **3,4,5,7 Robie Street Development Agreement Second Reading - Baker**  
**Moved By Councillor Baker**  
**Seconded By Deputy Mayor Landry**  
**That Council give second and final reading of the Development Agreement for**  
**3,4,5,7 Robie Street.**

Motion Carried

Case No: DA-2023-XX  
This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.  
Between:

**44143456 Nova Scotia Limited** (owner of property located at 3, 4, 5, 7, Robie Street, Amherst [PIDs 25029471, 25029489, 25005489, 25029505 respectively], hereinafter called the “Owner”),

of the one part, and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, hereinafter called the “Town”),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy GP-11 of the Municipal Planning Strategy of the Town of Amherst, to change a non-conforming use to another use, specifically a commercial office at 3, 4, 5, 7, Robie Street, Amherst (PIDs 25029471, 25029489, 25005489, 25029505 respectively).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule ‘A’ - Terms and Conditions
- (b) Schedule ‘B’ - Property Location Map
- (c) Schedule ‘C’ – Site Plan
- (d) Schedule ‘D’ – Building Elevation

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the “Lands”. The aforesaid Lands is the only lands in the Town of Amherst to which this Agreement applies, and the Lands is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may renovate the existing development on the said Lands and convert it to a commercial office subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

SIGNED, SEALED AND DELIVERED

In the presence of

THE TOWN OF AMHERST

\_\_\_\_\_

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

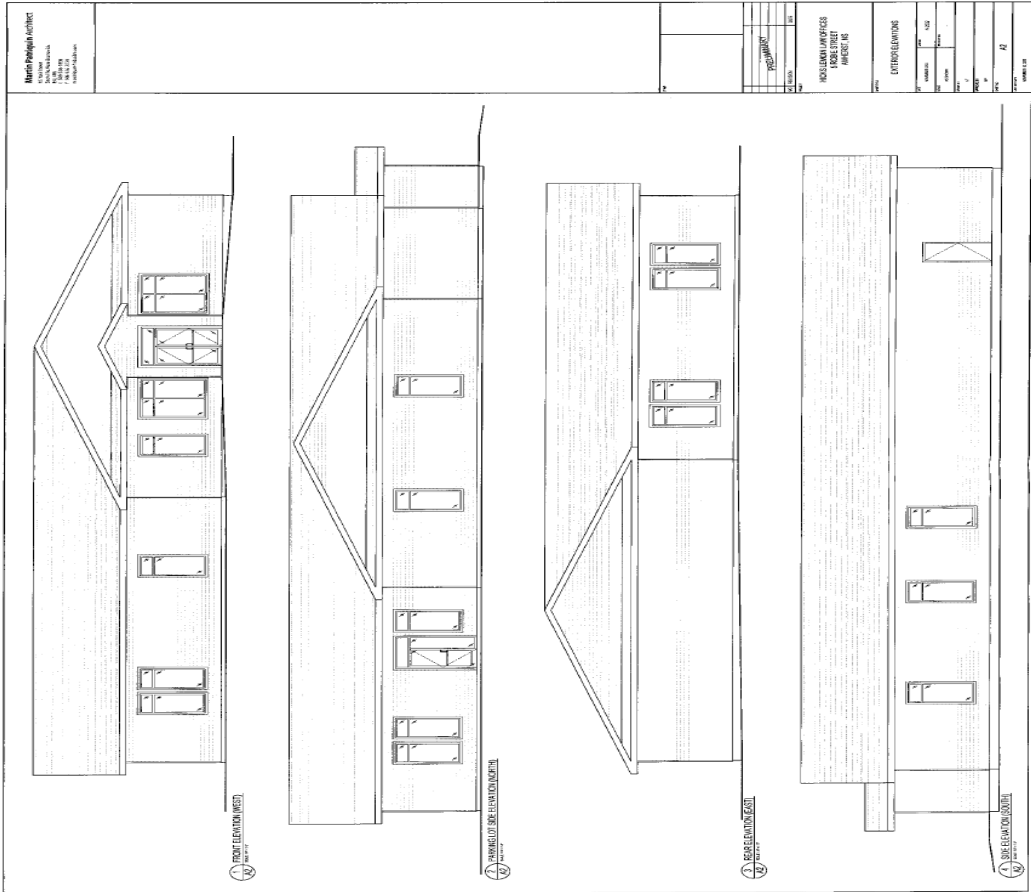
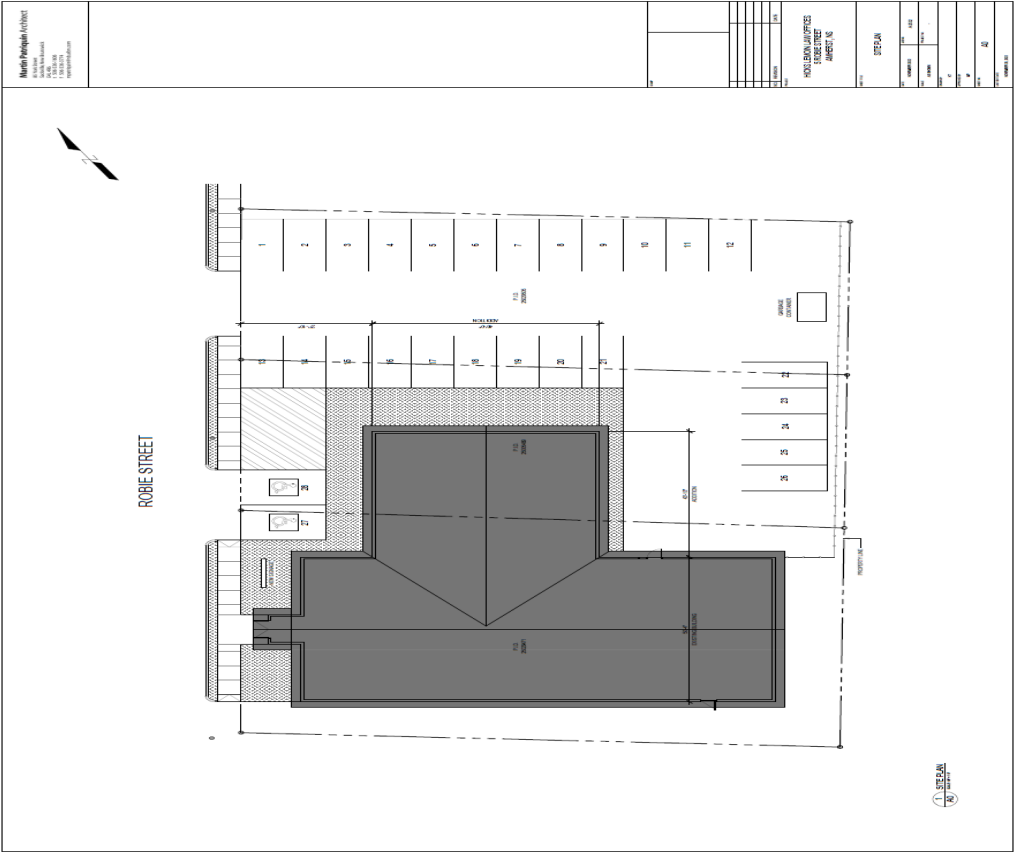
- 1.1 The use of the properties shall be limited to a commercial office and parking lot within the general location as shown on Schedule 'C'.
- 1.2 A minimum of 28 parking spaces shall be provided on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The commercial office shall generally conform to the designs shown on Schedule 'C' and 'D'. Variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Lands.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.

2.0 GENERAL REQUIREMENTS

- 2.1 The Owner shall keep the Lands and building and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.4 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.5 The Owner shall be responsible for storm water management during and after construction.
- 2.6 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.







**4.14 264 Church Street Development Agreement Second Reading**  
**Moved By Deputy Mayor Landry**  
**Seconded By Councillor Fawthrop**  
**That Council give second and final Reading of the Development Agreement for**  
**264 Church Street to permit the construction of a 96-bed long-term care facility.**

**Motion Carried**

Case No: DA-2023-XX  
This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.  
Between:

**Gem Health Care Group Limited** (owner of property located at 264 Church Street, Amherst [PID 25014580], hereinafter called the “Owner”),

of the one part, and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, hereinafter called the “Town”),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-19 of the Municipal Planning Strategy of the Town of Amherst, to construct a 2-storey 96 bed long term care facility at 264 Church Street, Amherst (PID 25014580).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2023, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (e) Schedule ‘A’ - Terms and Conditions
- (f) Schedule ‘B’ - Property Location Map
- (g) Schedule ‘C’ – Site Plan
- (h) Schedule ‘D’ – Floor Plan
- (i) Schedule ‘E’ – Building Elevation

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Land in the Town of Amherst, hereinafter called the “Land”. The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct a maximum of a 2-storey 96 bed long term care facility on the said Land, subject to Schedules A, B, C, D and E attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw of the Town applicable to the Property (other than the Land Use Bylaw to the extent varied by this Agreement) or any Provincial or Federal statute, act, or regulation.
- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

**THE TOWN OF AMHERST**

\_\_\_\_\_

\_\_\_\_\_  
David Kogon MD, Mayor

\_\_\_\_\_  
Jason MacDonald, MCIP, LPP, CAO

**FOR THE OWNER**

\_\_\_\_\_

\_\_\_\_\_  
Gem Health Care Group Ltd.

**Schedule A                      264 Church Street - Development Agreement**

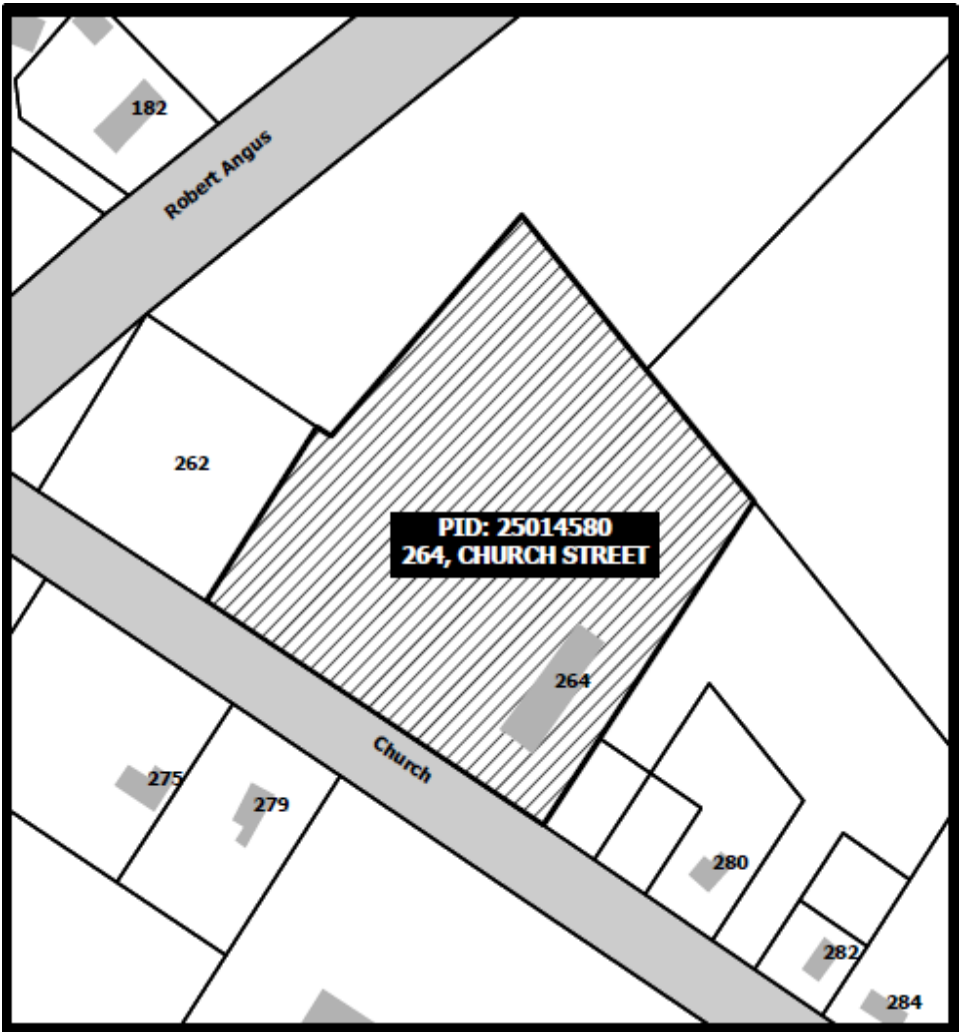
Terms and Conditions:

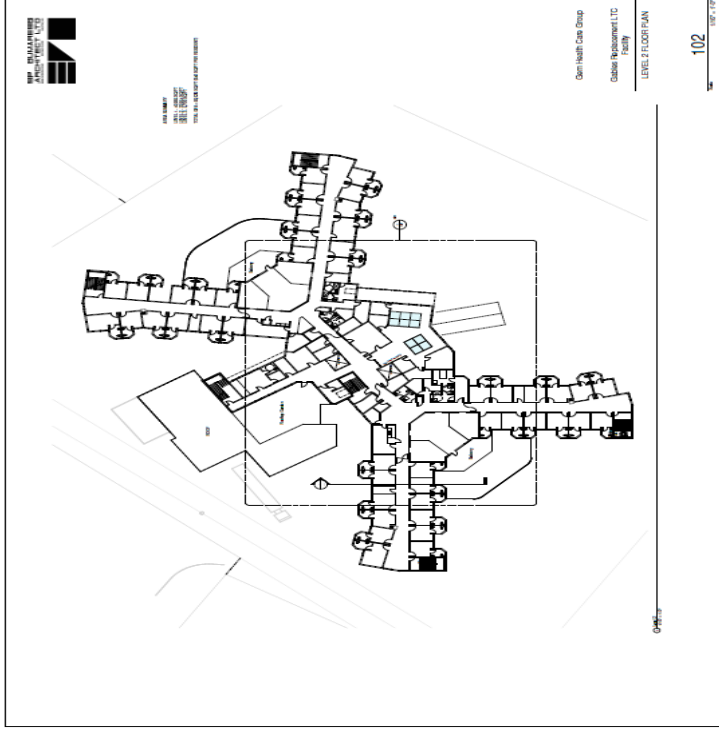
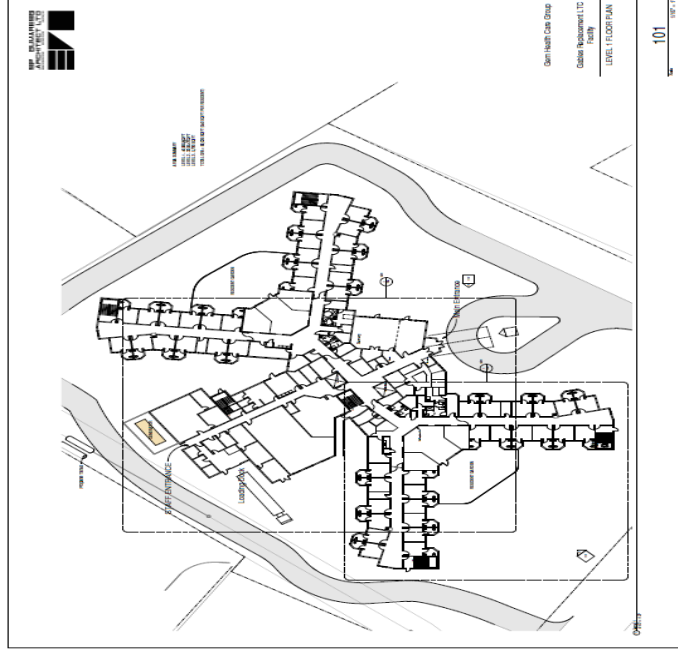
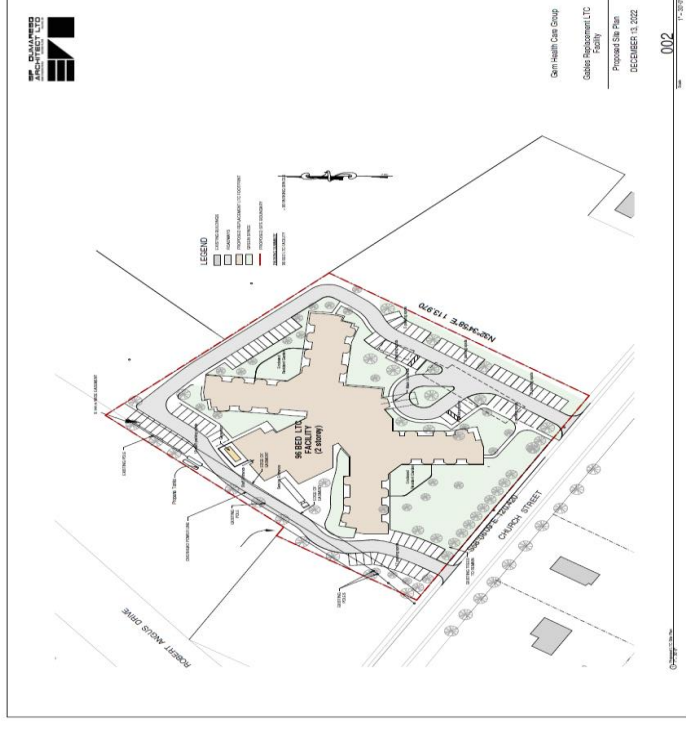
**1.3 USE OF LAND AND BUILDINGS**

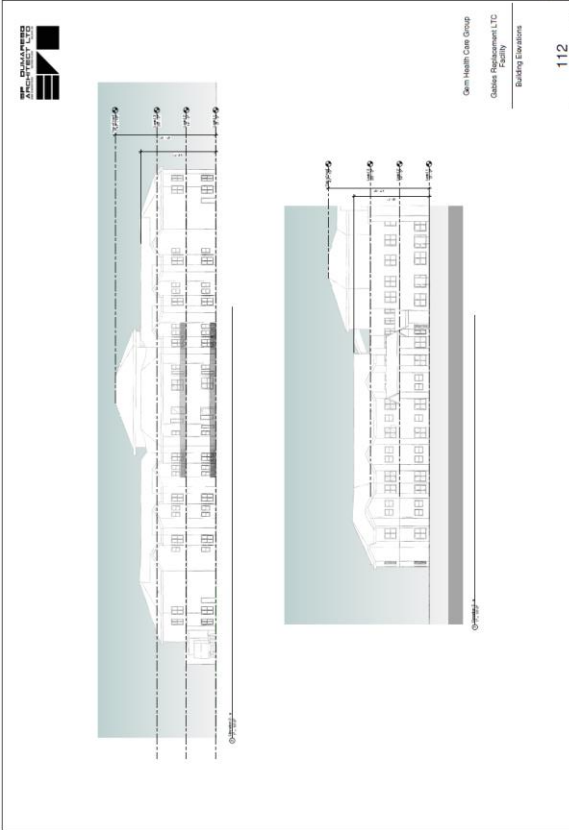
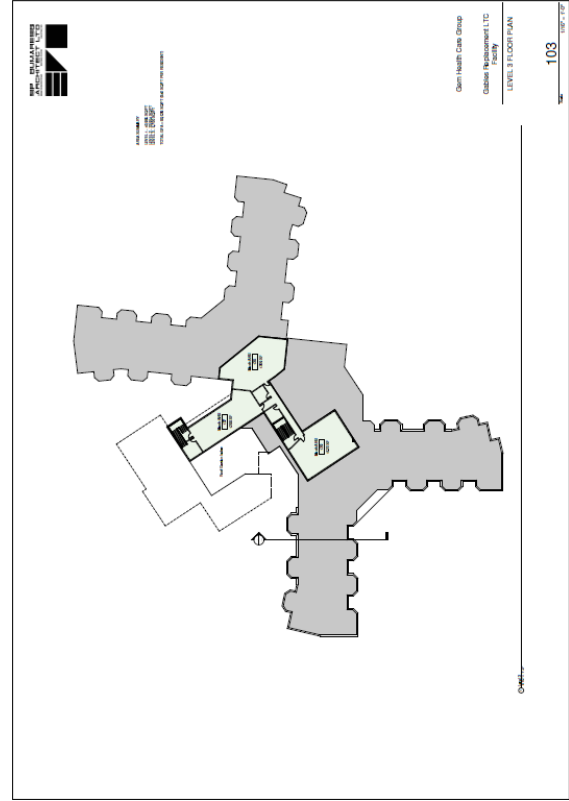
- 1.4 The use of the properties shall be limited to residential uses within a maximum of a 2-storey (plus roof structure), 96-bed long-term care facility and one existing vacant dwelling in the general location as shown on Schedule 'C', 'D', and 'E'.
- 1.5 A minimum of 90 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C'. Variations to the number or layout of parking spaces may be permitted to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The long-term care facility shall generally conform to the designs shown on Schedule 'D' and 'E'. Variations to the architectural details and footprint of the dwellings may be permitted to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Land.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.8 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued.

**2.0 GENERAL REQUIREMENTS**

- 2.1 The Owner shall keep the Land and building and any portion thereof clean and in good repair. All elements of the development on the Land shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.
- 2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.3 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.4 The Owner shall be responsible for storm water management during and after construction.
- 2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.







**4.15**     **52 Hickman Street Development Agreement First Reading**  
**Moved By Councillor Emery**  
**Seconded By Deputy Mayor Landry**

**Motion Carried**

**Moved By Councillor Baker**

**That Council give first reading of the Development Agreement for 9 North Adelaide Street to allow two additional units within the existing 6-unit structure, and schedule a public hearing for April 12, 2023 at 12:00 noon.**

**Motion Carried**

## Moved By Councillor Chambers

**That Council give First Reading of the amendment to the Land Use Bylaw Zoning Map to rezone the properties located at 36 & 38 Beacon Street from General Residential to Open Space and schedule a public hearing for April 12, 2023 at 12:00 noon.**

**Motion Carried**

**Moved By Councillor Davidson**

**That Council approve the amended Request for Proclamations and Flag Raising Ceremonies Policy.**

**Motion Carried**

**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

To set out the Policy of the Town in regard to requests from groups and organizations to have proclamations signed and to have flag raising ceremonies in an inclusive and equitable manner.

## Proclamations

Proclamations will only be made in support of specific community events or activities in or around the Town at the request of the organizing group. Requests are to be made in writing to the CAO at least one week in advance of the date of the proposed proclamation, and must include the proposed proclamation. Proclamations must be approved by the CAO, with the provision that, at their discretion, they may submit the proclamation to Council for approval.

### Flag Raising Ceremonies

Flags will only be placed on a Town owned flag pole at the intersection of Church and Albion Streets, in front of the Cumberland YMCA in support of specific community events or activities in or around the Town at the request of the organizing group. The maximum duration of any individual flag display will be five days, and requesting organizations must pick up their flags once that period is over. Requests are to be made in writing to the CAO at least one week in advance of the date of the proposed flag raising. Flag raisings must be approved by the CAO, with the provision that, at their discretion, they may submit the request to Council for approval.

In general, it shall be the policy of Council to only approve requests under the following circumstances:

- The message being conveyed must be considered to be for the public good;
- No group or individual shall be promoted to the detriment of another group or individual;
- The flag must be in good condition no rips or fading;
- All ropes, attachments, etc. must be provided by the applicant

## ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Director, Community Living	Ensure the guidelines of this policy are clear to community organizations.
CAO	Approve applications in a timely manner
Council	Continue to encourage and support the inclusive and equitable approval of this policy

For Administrative Use Only:

## VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
Minor wording to make policy more inclusive and equitable	Director Community Living, Bristol	Council	

4.19    **Salary Administration Policy Amendments**  
**Moved By Deputy Mayor Landry**  
**Seconded By Councillor Fawthrop**  
**That Council approve the amended Salary Administration Policy.**

Motion Carried

TITLE:                                **SALARY ADMINISTRATION POLICY**

SECTION:                         **HUMAN RESOURCE MANAGEMENT**

POLICY NO:                      **04530-01**

APPROVAL DATE: \_\_\_\_\_

CAO Signature: \_\_\_\_\_

**PURPOSE**  
To set out the Policy of the Town of Amherst for salary administration for all non-union employees.

**POLICY STATEMENT**  
The Town of Amherst will ensure the fair and equitable compensation of all non-union employees in relation to the duties of the position within the Town.

**OBJECTIVES**

1.

To promote salary equity in the Town’s non-union sector.

2.

To establish a framework and procedure to determine categories of compensation for new positions.

**DEFINITION OF TERMS**

**Salary Grid** - shows all the salary scales applicable to positions within the Town. The salary grids are contained in Appendices A, A-1, B, C-1. The salary grid – Appendix C-1- has eight steps.

**Step Adjustment** – a move from one step, within a given salary range, to another (usually the next step) for individual employees is based on a satisfactory performance evaluation.

**Salary Range** - is defined as a range of pay for a category of duties, with a minimum and maximum. The range will be established by Council after considering the recommendation of the CAO.

**Overall Market Review** – A review of the appropriateness of the Job Category Listing (Appendix C) and the Salary Grid (Appendix C-1). The review shall include a survey of the market value of similar positions.

**Performance Evaluation** – A formal evaluation of the employee’s job performance. All employees will receive at least one Performance Evaluation in each year of service.

**SALARY GRID:**  
An appropriate salary grid for all non-union positions shall be determined by the council:

**New Positions:** Recommendations for placement on the Job Category Listing shall be prepared by the Chief Administrative Officer and forwarded to Council for approval.

**STEP ADJUSTMENTS**  
Step adjustments shall be made only when:

1.

The adjustment can be accommodated within the Salary Account of the appropriate department; and

2.

A current Performance Evaluation form is on file.

Upon completion of a satisfactory annual evaluation, the employee may be moved to the next step on the salary grid within his or her category. All step movements must be approved by the CAO.

An employee in Step 8 in a year in which there is no overall market review shall receive a bonus equal to salary times CPI for the immediately preceding calendar year. This amount will be separate and not added to the base salary.

The CAO may, on the recommendation of the Director, authorize a movement of up to 3 steps in one year to recognize exceptional performance. In normal circumstances employees would move one step each year upon a satisfactory performance evaluation.

**TRAVEL VEHICLE ALLOWANCES:**  
Mayor, Council and Directors of departments shall receive a monthly vehicle allowance of \$150.00.

The monthly vehicle allowance is for reimbursement for all local travel using one’s personal motor vehicle for travel within the boundary of the Town of Amherst. Travel outside the boundary is covered under Policy #03000-01. The monthly vehicle allowance shall be reviewed each year after considering any changes in the cost of operating a motor vehicle.

**LUNCH BREAKS:**  
The lunch break period shall be for a one-hour period.

**PERFORMANCE EVALUATION:**  
Performance appraisals shall be conducted by the Chief Administrative Officer/Director at the completion of the probation period, and at least annually thereafter recorded on Performance Evaluation forms.

The Chief Administrative Officer/Director shall discuss the employee’s performance evaluation in detail with the employee, in accordance with the employee evaluation system and standardized forms.

- SCOPE OF RESPONSIBILITY:**  
The Town Council shall:
- 1. Authorize changes to the policies comprising the program of employee compensation.
  - 2. Review and approve salary categories for all established positions within the Town.
  - 3. Review and consider for approval the recommendations of the CAO in regard to the appropriateness of the salary classifications and ranges from time to time if necessary.

- The Chief Administrative Officer shall:
- 1. Review and recommend changes to policy and procedures as they relate to the employee compensation program.
  - 2. Ensure the maintenance of the salary rating and performance appraisal procedures.
  - 3. Conduct salary rating and performance evaluation procedures relative to Director positions.
  - 4. Monitor salary surveys and make recommendations to Council concerning market conditions as appropriate with an overall market review to be completed every three (3) years, or as directed by Council.
  - 5. Grant step and/or merit adjustments to individual employees in accordance with approved policies and procedures and subject to budgeting limitations.
  - 6. Maintain all personnel files and records.
7. Determine salary ratings for temporary and casual positions.

- The Director Shall:
- 1. Conduct performance evaluation procedures relative to the positions and employees within their respective departments, and make appropriate recommendations to the Chief Administrative Officer.
  - 2. Make recommendations to the Chief Administrative Officer regarding step adjustments for employees within their departments.

Town of Amherst

Salary Grid

APPENDIX A

January 1, 2019

Job Level	Salary Amount	
Mayor	Stipend	\$41,178.00
Deputy Mayor	Stipend	\$27,723.00
Councilor	Stipend	\$25,050.00

APPENDIX A-1

April 1, 2022

Salary Grid

Other Non-Union Positions

Job Level
Chief of Police
Deputy Chief of Police

\*\*Effective April 1, 2018 the Chief of Police and Deputy Chief of Police salaries will be calculated on April 1<sup>st</sup> of each year as being 141% and 129% of the first-class constable rates.

APPENDIX B

April 1, 2023

Town of Amherst

Hourly Rate Grid – Casual

Job Title	Hourly Rate				
	Step 1	Step 2	Step 3	Step 4	Step 5
Casual Firefighter	17.27	17.55	17.86	18.17	18.46
Jail Guards	17.27	17.55	17.86	18.17	18.46
Canine Control Officer	14.63	15.12	15.62	16.12	16.70
School Crossing Guards	14.63	15.12	15.62	16.12	16.70
Ice Marshall	14.57	15.03	15.54	16.04	16.61
Other (including students)	Provincial Minimum Wage				

APPENDIX C JOB CATEGORIES

Category	Position
8	Director, Community Living
	Director, Communications and Information Technology
	Director, Finance
	Director, Fire Services



	Director, HR & Customer Services
	Director, Operations
	Director, Planning and Strategic Initiatives
7	Engineering Technologist
	Public Works Foreman
6	Building Official
	Business Development Officer
	Community Well-Being Manager
	Engineering Technician
	Facility Manager
	IT Manager
	Land Use Planner
	Municipal Clerk
	Parks & Recreation Foreman
	Solid Waste Education and Coordination Officer
5	Exec Asst/Dispatch Coordinator
	Fire Inspector
4	Accounting Clerk/Accounts Payable
	Corporate Communications Officer (CCO)
	Dangerous and Unightly Premises Administrator
	Fire Fighter
	HR Administrator
	Procurement Coordinator
	Revenue Officer
3	Active Living Coordinator
	Administrative Assistant – Clerk’s Office
	Bylaw Enforcement Officer
	Cashier/Customer Service
	Crime Prevention Coordinator (2-year term)
	Culture, Community Events & Marketing Coordinator
	Dispatcher
	IT Coordinator
	Water/Sewer Billing Clerk
2	Criminal Records Checks
1	Vacant

APPENDIX C-1  
September 28, 2022

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
8	87,814	89,656	91,502	93,346	95,189	97,034	98,878	100,722
7	72,585	73,652	74,719	75,786	76,854	77,921	78,988	80,055
6	60,481	62,314	64,148	65,981	67,814	69,647	71,481	73,314
5	53,620	55,078	56,535	57,992	59,449	60,906	62,363	63,820
4	52,037	53,357	54,676	55,996	57,315	58,635	59,954	61,273
3	43,753	45,519	47,285	49,051	50,816	52,582	54,349	56,114
2	40,247	41,252	42,256	43,260	44,264	45,269	46,272	47,277
1	37,566	38,452	39,339	40,226	41,112	41,999	42,886	43,772

ROLES AND RESPONSIBILITIES

Title/Role	Responsibilities
Chief Administrative Officer	As indicated under “Scope of Responsibility”
Directors and Managers	As indicated under “Scope of Responsibility”

For Administrative Use Only:

VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
1. NS minimum wage updates; 2. Position name changes: Municipal Clerk, Dir. Corp. Communications + Info Technology, removal of GIS Coordinator, addition of Engineering Technician	Crossman: Director, HR and Customer Services	Council	March 27, 2023

MINUTES REFERENCE DATE

December 12, 2000	November 2, 2004 (See April 26, 2004 Minutes)	November 27, 2006
December 18, 2006	February 26, 2007	March 31, 2008
September 29, 2008	March 30, 2009	September 28, 2009
April 26, 2010	March 28, 2011	August 2, 2011
May 23, 2012	November 26, 2012	December 17, 2012
September 23, 2013	October 28, 2013	December 16, 2013
May 21, 2015	March 29, 2016	May 25, 2016
May 23, 2017	June 26, 2017	September 25, 2017
		November 1, 2013
		April 30, 2014
		September 2, 2016
		December 18, 2017

February 26, 2018  
June 7, 2021

March 14, 2018  
October 5, 2021

February 28, 2019  
November 29, 2021

September 28, 2020  
September 28, 2022

**4.20    Overtime Policy Amendments - Non Union Employees**

**Moved By Councillor Emery**

**Seconded By Councillor Davidson**

**That Council approve the amendments to the Overtime Policy for Non-Union Employees.**

**Motion Carried**

APPROVAL DATE: \_\_\_\_\_

CAO Signature: \_\_\_\_\_

POLICY STATEMENT

It is the policy of the Town of Amherst to provide and sustain appropriate staffing levels during normal working hours in order to reduce the necessity for overtime work. When employees are required to work extra time in addition to their normal working hours, it is the intent of the Town to provide fair compensation and they shall be compensated for such overtime as set out in this policy.

PURPOSE

The purpose of the overtime policy is to provide for the authorization, administration and compensation for overtime worked by non-union employees of the Town.

OBJECTIVE

The objectives of this policy are to:

- 3. Determine which employees are eligible for overtime;
- 4. Identify the methods of compensation for overtime;
- 5. Define the process for authorization and approval of overtime and;
- 6. Explain the administration and use of overtime earned.

ELIGIBILITY

- 1. All non-union casual employees, as per Appendix “B” of the Salary Administration Policy are eligible for overtime compensation in accordance with Nova Scotia Employment Standards legislation.
- 2. All non-union employees as indicated in Appendix “C” of the Salary Administration Policy, are eligible to receive compensation for hours worked in excess of their normal weekly hours of work.
- 3. Directors and the Deputy Chief of Police are not eligible for overtime. Reasonable compensatory time off based on straight time may be approved at the sole discretion of the CAO (for Directors) and the Chief of Police (for the Deputy Chief of Police).

APPLICATION

- 1. Overtime must be pre-approved by the applicable manager, except when emergency or urgent conditions prevent the ability to obtain advance approval.
- 2. Where possible and desirable, an employee’s schedule may be adjusted to accommodate the need to work outside of normal working hours in an effort to keep the employee’s total hours worked for the week within their usual number of hours thereby eliminating the need for overtime.
- 4. Department Directors will ensure workloads are managed appropriately to reduce the need for overtime and will exercise discretion in the utilization of overtime within their department.
- 5. Compensation for all overtime will be via time off in lieu. All overtime worked shall be banked into the employee’s overtime bank at the applicable rates set out below. Every reasonable effort will be made to provide time off in lieu at a mutually agreeable time between the employee and their manager however, time off may be scheduled by the applicable manager if required.
- 6. Overtime hours accumulated in an employee’s overtime bank shall not be paid out unless expressly approved and at the sole discretion of the CAO, or upon resignation/retirement/termination of employment.
- 7. Overtime may be paid out to non-union Fire Department personnel in exceptional circumstances whereby time off interferes with operational continuity, at the discretion of the Fire Chief.
- 8. Employees are permitted to bank a maximum of one-week of earned overtime hours, based on their usual number of hours worked in a week (i.e 35 hours/week). This limit may be increased at the sole discretion of the CAO when a plan is in place to utilize the banked hours at a later date.
- 9. Non-union Firefighters whose regular work schedule consists of one shift worked (24 hours) followed by three shifts off (72 hours), are permitted to bank no more than three (3) worked shifts in their overtime bank (i.e 108 hours).
- 10. Once the maximum number of overtime hours has been reached, the manager and employee will establish an appropriate plan to use the banked hours within a reasonable amount of time. Time off to reduce non-union Firefighter and Fire Inspector overtime banks will be at the sole discretion of the Fire Chief in order to ensure continuity in operations.
- 11. Time spent travelling to/from or in attendance at conferences or training courses is not eligible for overtime compensation.
- 12. Unused overtime hours at December 31 may be carried forward upon approval of the CAO, however an employee’s overtime time bank shall not exceed the maximum allowable number of hours as set forth in this policy.
- 13. Employees are not permitted to work through the lunch hour in order to bank overtime.

RATES

Employees who are eligible for overtime shall be compensated at the following rates:

- a. Non-union casual employees, as indicated in Appendix “B” of the Salary Administration Policy, shall be compensated for overtime in accordance with Nova Scotia Employment Standard legislation.
- b. Non-union employees, as indicated in Appendix “C” of the Salary Administration Policy, shall bank the hours worked in excess of their regular number of hours worked in a day at 1.5x.
- c. Employees who may be required to work on a holiday will receive overtime compensation in accordance with Nova Scotia Employment Standard legislation, if eligible for holiday pay.

CALL-IN

Employees who have left their workplace at the end of a regular day’s work and are called back to perform unscheduled work before their next scheduled day of work shall be compensated for a minimum of three (3) hours, or the actual hours worked, at 1.5x their regular rate of pay, whichever is greater, to be banked and taken as time off in lieu.

Due to the ability to monitor and check on alarms from remote locations with available technology, Public Works employees will not be paid overtime unless they are required to report to work to resolve the issue.



VERSION LOG

Amendment Description	Policy Owner	Approved By	Approval Date
New Policy	Director of Finance, Wilson	Council	March 27, 2023

**4.22    Procurement Policy Amendments**  
**Moved By Councillor Davidson**  
**Seconded By Councillor Emery**  
**That Council approve the amendments to the Procurement Policy.**  
**Motion Carried**

**TITLE:                Procurement Policy**  
**SECTION:          Financial Management**  
**POLICY NO:       3700-01**

**APPROVAL DATE:** \_\_\_\_\_ **CAO Signature:** \_\_\_\_\_

**1)    Policy Statement**

The purpose of this policy is to establish transparent procurement guidelines to ensure the most effective and efficient methods are used to provide best value for the procurement of goods, services and construction for the Town of Amherst (hereinafter referred to as the “Town”).

The Town will conduct procurement practices in compliance with all Provincial legislation, International, National and Regional Trade Agreements, including the Nova Scotia Public Procurement Act and any amendments thereto.

**2)    Definitions**

- a) Alternative Procurement (ALTP) - the procurement of goods, services and construction without a competitive process due to certain conditions/situations.
- b) Best Value - the bid that is determined by the Town to be in its best interests, not necessarily the lowest price bid, which is determined by evaluation of bids based on criteria or factors that may include purchase price, life cycle cost considerations, environmental and social considerations, delivery, servicing, past experience and performance, and any other criteria or factors stated in the requesting documents.
- c) Bid - a supplier’s response to a Request for Quotation (RFQ), Request for Construction (RFC), Tender, Request for Proposal (RFP), Request for Expression of Interest (REI) or a Two Phase Bid to provide goods, services or construction.
- d) Invitational Competition – is a competitive process in which an invitation to submit bids is issued to three suppliers, provided three suppliers can be identified.
- e) Local Preference Area – all suppliers located within the County of Cumberland and the Town of Tantramar, New Brunswick.
- f) Procurement Web Portal – means the public website owned by the Province of Nova Scotia where all public tender notices are posted.
- g) Public Request for Submission - refers to inviting responses to tenders, request for proposals, two phase bids, request for construction, request for expression of interest and request for standing orders.
- h) Purchase Card - a corporate credit card for the Town with various restrictions and limits based on the cardholder.
- i) Purchaser – a Town employee with the authority to purchase goods.
- j) Request for Construction (RFC) - used to publicly tender for a construction, reconstruction, demolition, remediation, repair or renovation of a building, structure, road, bridge or other engineering or architectural work.
- k) Request for Expression of Interest (REI) - process in which suppliers are invited to propose a solution to a problem and then those chosen are asked to respond to a subsequent Request for Proposal.
- l) Request for Quotations (RFQ) - informally obtaining price quotations from a number of different suppliers.
- m) Request for Proposal (RFP) - a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet the needs of the Town.
- n) Purchase Requisition/Purchase Order - an electronically generated document for the supply of goods or services from an approved vendor.
- o) Single Source – A single source procurement is an alternative procurement practice in which two or more suppliers can supply the goods and/or perform the services required by the Town of Amherst, but where the Town of Amherst selects one supplier over the others for reasons such as expertise, previous municipal or their related experience and not through a competitive process.

- p) Sole Source Procurement – is an alternative procurement practice in which it is evident that only one supplier can supply the goods and/or perform the services required and an award is made to that supplier.
- q) Standing Offer- a contractual arrangement with a supplier to provide certain goods or services on an “as required” basis, during a particular period of time, at a predetermined price or discount, generally within a predefined dollar limit.
- r) Sustainable Procurement- involves taking a holistic approach to obtain best value by integrating the following considerations in the procurement process:
  - Environmental considerations: e.g. Green House Gas Reduction, Waste Reduction, Toxic Use Reduction;
  - Economic considerations: e.g. Life Cycle Cost, Fiscal Responsibility, Support for the Local Economy;
  - Social considerations: e.g. Employee Health and Safety, Inclusiveness and Fair Wage, Health Promotion.
- o) Tender- a formal request to solicit for goods, services or construction obtained through posting on the Town and the Provincial websites.
- p) Two Phase Bid- a two stage process in which suppliers submit proposals for evaluation, and separately submit prices.

**3) Guiding Principles**

The following principles will guide the procurement practices of the Town:

- a) Procurement policy and procedures should provide the most efficient and effective methods resulting in best value for the Town.
- b) The procurement process is to ensure a fair, open, consistent and transparent process in the acquisition of goods, services and construction.
- c) Procurement methods are to encourage competition, innovative ideas and solutions, wherever possible, while respecting all legislative and trade agreement obligations for the supply of goods services and construction.
- d) Procurement policy provides for the use of suppliers, who can be expected to provide satisfactory performance, based on, but not limited to:
  - (i) past performance and/or previous contacts
  - (ii) financial and other resources to complete the contract bid;
  - (iii) references
- e) Promoting the use of Sustainable Procurement when evaluating bids by striving to obtain best value, taking into consideration environmental, economic and social considerations.
- f) This policy does not apply to payments for reoccurring items such as utilities, leases, rentals and similar reoccurring operating charges, while recognizing that in some circumstances, the initial commitment that leads to these ongoing payments is subject to the provisions of this policy.

**4) General**

- a) This policy applies to all departments, agencies, boards and commissions of the Town over which the Town has jurisdiction.
- b) The procuring of goods, services and construction will be facilitated by the Director of the requesting department in conjunction with the Procurement Coordinator according to this policy.
- c) The Town will be under no obligation to accept any bid received which is considered to be not in its best interest, in response to a verbal or written request.
- d) The Town may work with other levels of government, other municipal units, other agencies, boards and commissions, and associations such as the FCM (Federation of Canadian Municipalities) and NSFM (Nova Scotia Federation of Municipalities) to encourage standardization of items and/or reduce overall costs to the Town for joint purchasing.
- e) The dollar values indicated within this policy are exclusive of the Town’s non-recoverable HST and are in Canadian Dollars.

**5) Purchasing Guidelines**

The following guidelines will be followed for the-procurement of goods services and construction for the Town:

Spending Category	Low Value	Low Value	High Value
	Quotations	Invitational Competition	Open Competition
Goods	Less than \$5,000	\$5,000 - \$24,999	\$25,000 and above
Services	Less than \$5,000	\$5,000 - \$49,999	\$50,000 and above
Construction	Less than \$5,000	\$5,000 - \$49,999	\$50,000 and above

Dividing procurement activity to reduce or keep the procurement value below certain thresholds is not permitted.

#### **a) Low Value Procurement**

If the value of the Goods, Services or Construction are less than \$5,000:

For procurement under \$5,000, the minimum of three quotations is not mandatory, however staff are expected to perform due diligence in selecting such suppliers, including obtaining quotations in cases where there are sufficient suppliers to do so, where there is sufficient time to do so, and when the value of the goods, services or construction makes it practical to do so.

**If the value of the Goods, Services or Construction is \$5,000 and over but less than the Open Competition thresholds:**

The acceptable process is to use an Invitational Competition. All Invitational Competitions must be conducted in accordance with the Procurement Guidelines and are subject to review by the Procurement Coordinator prior to issue.

#### **b) High Value Procurement**

If the value of the Goods, Services or Construction is above Open Competition thresholds, staff must work with the Procurement Coordinator to conduct a public competitive process. Open competitions are posted on the Town of Amherst website and the Nova Scotia Procurement Web Portal.

If an Invitational Competition is issued and the results demonstrate that the cost from the supplier determined to be providing best value is above the High Value Procurement threshold, the CAO may, at their discretion:

- Cancel the competition and not award
- Accept the result and award. The resulting award is an Alternative Procurement Practice; or
- Reject the result and require that the Competition be re-issued as an Open Competition.

### **6) Methods of Procurement**

All procurement activity must be obtained through one of the following methods:

- a) Tender - A formal invitation to solicit competitive bids. It is used when detailed specifications are available that permit the evaluation of tenders against clearly stated criteria and specifications. A Request for Tenders (RFT) is a formal, competitive, sealed bidding process. Bid deposits and performance security may be required. The award is normally to the lowest bid received from a qualified bidder meeting the requirements of the tender and providing best value. Tender purchases shall be made by purchase order. Tenders must be opened in the presence of at least one elected official and the CAO or his/her designate at a time and location that is open to the public.
- b) Request for Proposal - A Request for Proposal (RFP) is a formal invitation to suppliers to describe how their services, methods, equipment or products can address and/or meet specific needs of the Town. It is used when a supplier is invited to propose a solution to a problem, requirement, or objective. Request for Proposals are evaluated against stated criteria to the terms of the RFP to determine if any should be accepted.

Negotiations with suppliers may be required to finalize any aspect of the proposal provided such discussion and negotiations are conducted to:

- (1) Award equitable treatment to each qualified bidder with respect to an opportunity for discussion and the revision of the proposal.
- (2) Prevent the disclosure of the proposal content of one proponent to another.

Proposals submitted in response to a request for proposal need not be opened in public. A list of the proponents may be made available upon request. An award of a contract based upon a request for proposals will be made to the supplier whose proposal has the highest score based upon the criteria for evaluation set out in the request for proposals and equitably applied to all proposals. RFP purchases shall be made by purchase order.

- c) Request for Quotation - A request for quotation is an informal request for prices for goods and services that the purchaser will attempt to solicit from at least three (3) different suppliers. This process is normally used where bid deposit and performance bonds are not required and where the cost of the work does not warrant the time and level of effort and expense required for a normal tender process. Quotations should be in written form and attached to the Request for Quotation form which must be completed and given to the Procurement Coordinator for filing once it has been awarded.

If a quote is obtained verbally, the person obtaining it must document the quotation, including time, date, supplier, price and description of the goods and services, the person from whom the quotation was obtained and the name of the municipal staff obtaining the quotation. The RFQ form should be used for documentation purposes. RFQ purchases shall be made by purchase order, or purchase card if in US Dollars.

- d) Standing Offer – A tender process to guarantee a continuous supply of various goods, services or construction at a specific price for a specific period of time. The term of the standing offer can vary in duration but will be clearly defined in the tender documents. Standing Offers of the Government of the Province of Nova Scotia or other public sector entities may be used under the constraints within this policy where it is in the best interest of the Town.
- e) Two Phase Bids - Where detailed specifications are not available or it is impractical to prepare a specification based on price, a two phase bid may be issued, inviting for the submission of bids as follows:

Phase One - Pre-qualification step in which bidders submit proposals/expressions of interest in response to basic terms of reference for evaluation; need not be opened in public

Phase Two- Only those bidders whose submissions were determined to be acceptable in Phase One will be invited to submit priced bids for further consideration. Phase Two bids must be opened in public.

This type of purchasing has the advantage of a request for proposal in Phase One and the advantages of a tender in Phase Two. Two phase bid purchases shall be made by purchase order.

- f) Request for Expression of Interest - This process is similar to the Request for Proposal and is sometimes referred to as a Pre-Qualification, where suppliers are invited to propose a solution to a problem. The REI, however, is only the first stage in the procurement process. Bidders responding to the REI will be short listed according to their scoring in the evaluation process. The short listed firms will then be invited to respond to a subsequent Request for Proposal. A REI does not normally include pricing as price is a key evaluation criteria used in the second stage RFP process.
- g) Request for Construction - Used to publicly tender for a construction, reconstruction, demolition, remediation, repair, or renovation of a building, structure, road, bridge, or other engineering or architectural work. When a supplier is invited to bid on a construction project the tender documents usually contain a set of terms and conditions and separate bid form that apply to that specific project. Suppliers are requested to submit a response (bid) in accordance with predefined criteria. The selection of the successful proposal is based on a number of factors as described in the tender documents. A request for construction usually does not include professional consulting services related to the construction contract, unless they are included in the specifications.
- h) Negotiations - Negotiations with suppliers for the supply of goods and/or services would take place when any of the following conditions exist:
  - (a) Due to market conditions, goods and/or services are in short supply;
  - (b) There is only one source of the goods or services;
  - (c) All bids received are non-compliant or exceed the amount budgeted for the purchase;
  - (d) The extension or reinstatement of existing contract would be more cost effective or beneficial to the Town providing the extension has been outlined in original documents. The extension or reinstatement of existing contract is subject to the approvals listed in section 9 – Award of Contracts.
- i) Alternative Procurement - In certain circumstances, described in this section, the Town may purchase goods, services and construction without using one of the options set out above. An alternative procurement purchase may occur.
  - (a) Where an unforeseeable situation of urgency exists and the goods, services or construction cannot be obtained in time by means of open procurement procedures. An emergency purchase occurs when a situation creates immediate and serious need which may not be reasonably met by any other procedure and includes without limitation:

A condition where lack of supplies or services may adversely affect the functioning of civic government, threaten public or private property or the environment, or jeopardize the health or safety of the public;

Emergency purchases are completed using the most expedient method, but will take economy into consideration.

Emergency purchases must be pre-approved by the CAO (or designate) where such approval may be reasonably sought.
  - (b) Where goods or consulting services regarding matters of a confidential or privileged nature are to be purchased and the disclosure of those matters through an open tendering process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest;
  - (c) Where compliance with the open tendering provisions set out in this policy would interfere with the Town's ability to maintain security or order or to protect human, animal or plant life or health;
  - (d) In the absence of tenders in response to an open or selective tender, or when the tenders submitted have been collusive, or not in conformity with the essential requirements in the tender;
  - (e) To ensure compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative;
  - (f) Where there is an absence of competition for technical reasons and the goods or services can only be supplied by a particular supplier and no alternative or substitute exists;
  - (g) For the purchase of goods on a commodity market;
  - (h) For the procurement of goods or services the supply of which is controlled by a supplier that is a statutory monopoly;
  - (i) For work to be performed on or about a leased building or portions thereof that may be performed only by the lessor;
  - (j) For work to be performed on property by a contractor according to provisions of a warranty or guarantee held in respect of the property or the original work;
  - (k) For the procurement of a prototype or a first good or service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for routine purchases;



- (l) For the purchase of goods under exceptionally advantageous circumstances such as bankruptcy or receivership, but not for routine purchases;
- (m) For the procurement of original works of art;
- (n) For the procurement of subscriptions to newspapers, magazines or other periodicals;
- (o) For the procurement of real property;
- (p) For the procurement of goods intended for resale to the public;
- (q) For the procurement from charitable institutions, prison labour, persons with disabilities, sheltered workshop programs or through employment equity programs;
- (r) For procurement from a public body or non-profit organization; or
- (s) For the procurement of services of expert witnesses, specifically in anticipation of litigation or for the purpose of conducting litigation.

**\*\*When an alternative procurement purchase occurs, the reason for doing so must be documented using the Alternative Procurement (ALTP) form.**

## **7) Local Preference**

If the goods, services or construction available from a local business are equal in providing best value to those available from a non-local business, the goods, services or construction from the local business shall be purchased.

In evaluating which goods, services or construction offer best value to the Town of Amherst, the Town shall apply a preference of 5% to the price offered by a local business as compared with non-local businesses, such that the price offered by the local business is adjusted lower by 5% for the purposes of evaluating which goods, services or construction offer best value.

In accordance with the Atlantic Procurement Agreement, the local preference described above does not apply to the following procurements:

- a) goods that have a value of \$25,000 or greater;
- b) services that have a value of \$50,000 or greater;
- c) construction that has a value of \$100,000 or greater.

All requests for quotations and public requests for submissions must state that local preference applies to the procurement.

## **8) Award of Contracts**

- a) The Chief Administrative Officer (CAO) may authorize the procurement of goods, services and construction:
  - i) that are \$250,000 or less and are included within the approved operating and capital budgets; Awards over the value of \$250,000 will be submitted to Council for approval.
  - ii) that exceed the approved budget by 25% or \$50,000, whichever is less. This will be done when it is reasonable to do so and when options to achieve project completion or item procurement are limited.
  - iii) that is an emergency situation. In these cases, the CAO is authorized to make reasonable and informed procurement decisions (operating and capital) which are determined by him/her to be necessary. Among other things such decisions may be deemed by the CAO to be necessary to protect the legal interests or satisfy legal obligations of the Town, or involve a situation where failure to act could reasonably be expected to compromise Town confidentiality, cause economic disruption, or would otherwise be contrary to the public interest. Authorizations for such expenditures are considered to be over and above the other authorities given under this policy to exceed approved budget amounts.
  - iv) where the purchase was made in accordance with this policy and falls within the thresholds established within the Atlantic Procurement Agreement and all subsequent amendments thereto.
  - v) Where the purchase was the result of a public purchasing process conforming to the Town's procurement policy and The Atlantic Trade and Procurement Partnership, and all appropriate Trade Agreements and their subsequent amendments.
  - vi) Where the purchase is awarded to the supplier providing best value and meeting specifications.
  - vii) Where the award of a Request for Proposal is made to the highest scoring qualified proponent based upon evaluation criteria within the Request for Proposal.
  - viii) Where there is no legislative requirement to obtain Council approval.
- b) All bids are subject to evaluation after opening and before award of contract. The bid request documents must clearly identify the requirements of the procurement, the evaluation method, evaluation criteria based on the purpose and objectives of this policy, and the weights assigned to each criterion.
- c) Where award is over the limits established in the Atlantic Trade Procurement Partnership for the purchase of goods, services and construction, award amount and company name is to be posted on the Provincial Procurement Web Portal.
- d) A quarterly report to Council of awards of contracts under the value of \$250,000 approved by the CAO or designate shall be made available to Council and shall show the name of the contract, the name of the successful bidder, the amount of the award, any person or company to whom a single or sole source has awarded, and the budgetary provision.

- e) At the discretion of the CAO, any award of goods, services or construction may be referred to Council for approval.

## 10) Documentation Requirements

The following documents are required in order to work for the Town:

Workers Compensation Board (WCB) - WCB certificates are required any time a service and/or construction project is being completed on Town of Amherst property. The proponent MUST provide a valid WCB certificate prior to the commencement of any work. This certificate will state when the coverage expires. If the WCB certificate expires before the project is finished, then the replacement certificate MUST be received in order for the work to continue. Town employees have the right to stop any work in progress if an up-to-date WCB certificate is not provided. If the approved vendor is exempt from WCB, proof of the exemption will be supplied before work can commence.

Liability Insurance - Proponents must provide a valid certificate from their insurance company with the Town named and added under Additional Insured for liability purposes with at least \$2,000,000 liability coverage. This certificate must be provided before the commencement of any work.

Construction Safety - A Certificate of Good Standing is required from a registered safety certified company such as the Nova Scotia Construction Safety Association whenever any type of construction, reconstruction, demolition, remediation, repair or renovation is being completed on Town property for any projects that are over \$10,000. This documentation must be provided before the commencement of any work.

## 11) Code of Ethics

All procurement carried out by the Town must be conducted according to policies, provincial and federal legislation, trade agreements and ethical business practices. All employees must in good faith, conduct business with current and prospective suppliers and be fair in all business dealings. We shall encourage the negotiation of an equitable and mutually acceptable settlement when a dispute arises and request removal from a procurement process when a personal conflict of interest is perceived. We shall require suppliers to provide accurate representations of goods, services and construction and encourage them to consider sustainability in their products. We shall strive to obtain best value for each expenditure.

## 12) Supplier Performance

- a) Suppliers may be subject to disqualifications if there is sufficient evidence of failure to meet the standards specified by the Town. Suppliers may be evaluated based on competitive price, quality of a product, contract adherence and performance and after sales service. Upon reasonable notice in writing to the supplier involved, and after a reasonable opportunity for response, a supplier can be disqualified for a period not exceeding three years from participation in solicitation for goods, services and construction when:
  - i. Serious breach of contract indicating unwillingness to perform a contract in accordance with the terms and conditions or specifications or a record of unsatisfactory performance of one or more contracts in accordance with its specifications or both.
  - ii. The offer of any gratuity to an official or employee of the Town by a supplier or contractor for consideration.
- b) A written decision shall be issued to the person disqualified or suspended setting out its reasons for disqualification or suspension, to the usual business address of that person as shown in the records of the purchasing section.
- c) Disqualification will be approved by the CAO.

## 13) Supplier Debriefing

Upon request of a supplier who is an unsuccessful bidder, the Town must conduct a debriefing with that supplier to provide feedback on the evaluation of the bid. The debriefing must be conducted as follows:

- a) the CAO or designate and/or Procurement Coordinator, along with the person named in the documents, will attend the meeting;
- b) the debriefing must provide reasons for the disqualification of the supplier, or in the case where evaluation scoring was used, provide an overview of the supplier's score in each category and reasons for that score;
- c) the debriefing must also provide information to the supplier on how to improve future submissions;
- d) the debriefing must not disclose any information regarding other bidders or their submissions.

## 14) Contract Documents, Bid and Performance Securities and Specifications

- a) The CAO may, from time to time, approve such standard forms including bid and performance securities if any, for purchase by Invitation to Tender, Request for Proposals, Request for Quotations, sole source, or emergency purchases as well as forms of contract for types of purchase including but not limited to construction, supplies and installation or service as they may deem advisable.
- b) Bid bonds, performance bonds, irrevocable letters of credit and other securities including labour and material bonds may be required for such purposes in such form and in such amounts as the CAO deems advisable.

## 15) Special Services

- a) Legal Services - Legal services will be acquired by staff based upon qualifications, experience, services offered, past performance, proposed fees and other relevant considerations. The acquisition of legal services must be approved by the CAO in consultation with the Director(s) of the user department(s). (These services include expert witnesses, and subject experts required for legal proceeding, hearing or similar matter.) Legal services having a value of \$10,000 or more shall be approved by Council. The term for legal services will be at the discretion of the Town.
- b) Financial Auditing Services - These services may be contracted on a one year term to be renewed on an annual basis on terms satisfactory to the Town. Selection of an auditor shall be completed by the Audit Committee of Council who will recommend the selection of an auditor to Council. Annual selection and/or renewal of the contract for audit services will be made by the Audit Committee.

## 16) Tie Bids

After the assessment process is complete and it cannot be reasonably determined who has submitted the lowest compliant bid and a tie exists, the Procurement Coordinator may flip a coin to determine the award.

17) **Suppliers indebted to the Town of Amherst**

Any supplier/contractor having a customer account with the Town, which is in arrears, will have such arrears deducted from any payments due to the supplier/contractor. Such deduction may be waived by the CAO, where the supplier/contractor has entered into a payment arrangement deemed to be suitable by the Treasurer.

18) **Purchases by Town of Amherst Employees**

Employees or immediate family members (husband, wife, son, or daughter) of employees of the Town are not permitted to purchase personal use items through the purchasing system except where employee purchase plans are being offered.

**ROLES AND RESPONSIBILITIES**

Title/Role	Responsibilities
Policy Owner	The policy owner is responsible for ensuring that the policy is implemented and being followed. In addition, they are responsible for reviewing the policy regularly for relevancy and compliance with provincial guidelines.
Staff	All personnel that fall within the scope of this policy must follow the policy
Procurement Coordinator	Facilitate the implementation of the policy, including the Open and Invitational procurement processes. Support procurement at all threshold levels. Develop and provide procurement templates and tools. Periodically review procurement practices within the province.

For Administrative Use Only:

**VERSION LOG**

Amendment Description	Policy Owner	Approved By	Approval Date
	Title/Last Name	Council	
Creation of the policy	CAO, MacDonald	Council	April 30, 2007
Amendment to bring the policy into compliance with Atlantic Procurement Agreement	CAO, MacDonald	Council	Sept 28, 2009
Amendment to bring the policy into compliance with Atlantic Procurement Agreement	CAO, MacDonald	Council	Nov 26, 2012
CAO may authorize the procurement of goods, services and construction that are \$250,000 or less and are included within the approved operating and capital budgets.	CAO, MacDonald	Council	Nov 27, 2017
Increased purchasing limits and minor housekeeping amendments	CAO, MacDonald	Council	March 27, 2023

4.23 **Local Improvement Bylaw First Reading**

Moved By Councillor Emery

Seconded By Councillor Fawthrop

That Council repeal the existing Local Improvement Bylaw and give first reading of the new Local Improvement Bylaw.

Motion Carried

4.24 **Bylaw Respecting Discharge into Public Sewers D-3 First Reading**

Moved By Councillor Fawthrop

Seconded By Deputy Mayor Landry

That Council give first reading of the amendments to the Bylaw Respecting Discharge into Public Sewers D-3.

Motion Carried

4.25 **Mobile Vendors on Streets and Sidewalks Bylaw C-10**

Moved By Councillor Emery

Seconded By Councillor Davidson

That Council give first reading to the recommended amendments made to the Vending Bylaw.

Motion Carried

**5. INTERNAL COMMITTEE REPORTS**

- 5.1 Planning Advisory Committee - Landry**  
Information item only; no direction given or action required.
- 5.2 Amherst Board of Police Commissioners - Davidson**  
Information item only; no direction given or action required.
- 5.3 Audit Committee - Emery**  
Information item only; no direction given or action required.
- 5.4 Amherst Youth Town Council – No Report**
- 5.5 Accessibility Advisory Committee – No Report**
- 5.6 Inclusion Diversity and Equity Committee - Davidson**  
Information item only; no direction given or action required.
- 5.7 Poverty Reduction Advisory Committee - Landry**  
Information item only; no direction given or action required.

**6. EXTERNAL COMMITTEE REPORTS**

- 6.1 Cumberland Public Libraries - Fawthrop**  
Information item only; no direction given or action required.
- 6.2 Cumberland YMCA - Fawthrop**  
Information item only; no direction given or action required.
- 6.3 Northern Region Solid Waste - Baker**  
Information item only; no direction given or action required.
- 6.4 L. A. Animal Shelter - Fawthrop**  
Information item only; no direction given or action required.
- 6.5 Senior Safety – No Report**  
Information item only; no direction given or action required.
- 6.6 Intermunicipal Tourism Committee – No Report**
- 6.7 Municipal Alcohol Project – No Report**

**7. ADJOURNMENT**

**Moved By Councillor Emery**  
**Seconded By Councillor Davidson**  
**To adjourn the meeting.**

**Motion Carried**

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Natalie LeBlanc  
Municipal Clerk

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David Kogon, MD  
Mayor